



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Interceptor Group Ltd., Inc.

File: B-239490.3

Date: December 4, 1990

Sergei C. Novak for the protester.
Jeffrey I. Kessler, Esq., and Karen L. Grosso, Esq., Department of the Army, for the agency.
Linda C. Glass, Esq., and Michael R. Golden, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging contracting agency's evaluation of protester's proposal and exclusion of the proposal from the competitive range is denied where a review of the agency's evaluation shows that it was conducted in accordance with the solicitation evaluation criteria and that the agency's decision to exclude the proposal was reasonable, notwithstanding the protester's allegation that the exclusion was the result of a biased evaluation.

DECISION

Interceptor Group Ltd., Inc. (IGL) protests the rejection of its proposal as technically unacceptable under request for proposals (RFP) No. DAAA21-90-R-1018, issued by the U.S. Army Armament, Munitions and Chemical Command (AMCCOM) as a total small business set-aside for the acquisition of services necessary to support projects managed by the Battlefield Management Branch, Fire Control Division, Fire Support Armament Center, at Picatinny Arsenal, New Jersey. IGL contends that the rejection of its proposal was improper and resulted from a biased evaluation.

We deny the protest.

The RFP, issued on March 16, 1990, was for the award of a firm, fixed-priced time and materials contract or contracts for three different task areas: Program or Project Support; System Engineering Support; and Analysis, Test and Evaluation

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Support. Offerors could submit proposals for the program support task area only or for the system engineering and analysis, test and evaluation support task areas together or for all three task areas.

The RFP further called for offerors to provide sufficiently detailed information to demonstrate a clear understanding of the requirements. Specifically, the RFP required offerors to provide detailed, narrative discussions demonstrating the offeror's understanding of the technologies and engineering aspects associated with accomplishing the tasks. Under the RFP, proposals were to address all of the technical and programmatic problems which must be solved to successfully complete the tasks. Also, offerors were to demonstrate the soundness of their approach, availability and location of facilities and the reasonableness of their schedule based on the specific approach being proposed.

Offerors were to respond as part of their proposals to a sample task(s), corresponding to the task area(s) for which they were submitting proposals. Award based on a best value analysis could be made to one offeror for the program support task area and to another for the other two task areas combined, or one award for all three task areas could be made.

Proposals were to be submitted as three separate parts--technical, management, and price--so that each could be evaluated separately without regard to the other. The technical and management parts of each proposal were to be point scored with a narrative description of the evaluation findings. These point score ratings (the technical factor was given more weight than the management factor) were to be combined into a merit rating. The evaluation was to apply to the sample tasks. Price was to be evaluated also, but was not to receive a point score rating. Whether a proposal was considered within the competitive range and therefore eligible for award would be determined by a proposal's merit rating and price, with the merit rating being significantly more important than price. The competitive range was to include all proposals that had a reasonable chance of being selected for award.

IGL submitted proposals for all three tasks. Nine firms submitted a proposal for the program support task area and eight firms submitted proposals for the system engineering support and analysis, test and evaluation support task areas. After all proposals had been evaluated on the basis of the technical and management factors and the two scores had been combined into a merit rating for each proposal, IGL was ranked seventh out of nine firms for the program support task, with a score of 43 out of a possible 100 points. IGL was ranked seventh out of eight firms who offered proposals on the

analysis, test and evaluation support task areas with a score of 50 out of a possible 100 points. IGL also proposed the highest cost labor rates for the labor categories and estimated labor hours contained in the RFP, offering a total cost approximately \$5 million more than the three highest-ranked offerors. Because of its low merit rating and high cost, IGL was excluded from the competitive range.

Regarding IGL's technical and management proposals, AMCCOM determined that IGL demonstrated a general understanding of what was required but, according to AMCCOM, IGL's proposal contained numerous deficiencies. These deficiencies included a failure to define an approach in most responses to RFP requirements, a failure to detail specific methodologies to be used, a failure to discuss key facilities, poor personnel resumes, a lack of detail in the schedules presented, a lack of experience in the fire control area, a failure to submit detail for individual task areas and a general "lack of detail in virtually every area." The evaluators found that for many requirements IGL repeated the contents of the RFP without demonstrating its specific understanding and approach to the work. In view of the above, IGL's proposal was rejected as technically unacceptable and outside the competitive range.

IGL disagrees with the evaluation of its proposal. IGL maintains that its proposal did not receive a fair and impartial review because of the following: (1) the introduction of an unannounced change in the requirements; (2) an attendant change in the evaluation criteria and; (3) the use of intentionally vague and ambiguous specifications or requirements.

IGL in its protest submissions admits that with respect to the various task areas, its proposal was not specific but maintains that this was due to the solicitation's vague and ambiguous requirements and undefined future tasks.^{1/}

In reviewing protests of allegedly improper evaluations, our Office will examine the record to determine whether the evaluators' judgments were reasonable and in accord with listed criteria. Metrolina Medical Peer Review Found., B-233007, Jan. 31, 1989, 89-1 CPD ¶ 97. We have consistently

^{1/} To the extent that IGL is now objecting to the solicitation specifications, the protest is untimely under our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1990), which require that protests based upon alleged improprieties in an RFP which are apparent prior to the closing date for receipt of initial proposals be filed prior to that date. IGL's allegations concerning the specifications should have been raised prior to the closing date.

held that in negotiated procurements any proposal that fails to conform to the material terms and conditions of the solicitation should be considered unacceptable and may not form the basis for award. Ralph Korte Constr. Co., Inc., B-225734, June 17, 1987, 87-1 CPD ¶ 603. Offers that are technically unacceptable as submitted and would require major revisions to become acceptable are not required to be included in the competitive range. W.N. Hunter & Assocs.; Cajar Defense Support Co., B-237259; B-237259.2, Jan. 12, 1990, 90-1 CPD ¶ 52.

We conclude that the evaluation was conducted in accordance with the stated evaluation criteria, and we find nothing unreasonable in the agency's evaluation of the protester's proposal.

We find reasonable the contracting officer's conclusion that the IGL proposal is very general in nature, setting forth general principles that would be followed if IGL were awarded the contract. In the program support area, IGL in its proposal merely repeated the RFP description of what was required and did not explain how it was going to accomplish the requirements. For example, under this task, the RFP required offerors to "develop conceptual or notional system concepts for future fire control weapon system requirements." IGL simply acknowledged that this was a requirement in its proposal by literally repeating the requirement from the RFP. In its protest submission, IGL states that it "demonstrated a recognition of an understanding of these requirements by restating them, after considered review, in IGL's words." Thus, while the solicitation specifically stated that a detailed discussion demonstrating the offeror's understanding of the requirements was necessary, IGL merely restated the program support requirements which the agency reasonably found deficient.

The Army also found that IGL's schedule for the fire control sample task was very general with no detail. IGL asserts that the solicitation did not require the inclusion of a schedule and maintains that its proposed schedule included definitions of subtasks, major tasks and events. The solicitation required offerors to provide a detailed narrative discussion of the reasonableness of the offeror's schedule based on the specific approach being proposed for the task. IGL's narrative discussion of its schedule for performing the task was stated in general terms and made references to its schedule chart which was even more general in nature and did not meet the requirement of the solicitation. For example, IGL provided for a schedule of reviews of drafts concerning fire control concepts. IGL states that in conjunction with these reviews, the related concurrent applicable research/engineering efforts which have an impact on these reviews will

be examined. The agency found that IGL provided no plan as to how and when it would review these parallel research efforts, what type of research/engineering efforts would need to be reviewed, or how or when such research would be incorporated, if necessary.

With respect to the system engineering support task, IGL's proposal was also determined to lack detail and to be basically a rewrite of the RFP when discussing the requirements. IGL readily admits that this is in essence true, but maintains that it demonstrated an understanding of the requirement by restating them in its own words. We find the agency reasonably concluded that IGL failed to adequately demonstrate its understanding of the requirement, since IGL's restatement did not establish any independent understanding of the task as required by the RFP.

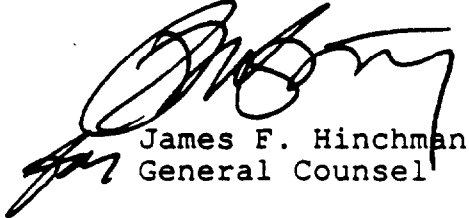
As with the previous two task areas, IGL's proposal with respect to the analysis, test and evaluation task was also lacking in detail. IGL maintains that because of the lack of descriptive technical information it was unable to develop concepts for the test apparatus. IGL referred to its plan and what it would accomplish but provided little detail as to how it would actually function. Further, IGL presented no details concerning its subcontractors' roles in performing this task. We think the agency reasonably concluded that the lack of specifics concerning its subcontractors' roles created doubt as to IGL's ability to perform this task. It is incumbent on an offeror to demonstrate the acceptability of its proposal and by merely parroting back the requirements, IGL failed to do so. Intelcom Support Servs., Inc., B-225600, May 7, 1987, 87-1 CPD ¶ 487.

In addition, the firms were required to identify their facilities, locations and plans for augmentation (if any) for evaluation of their proposals. IGL admits it omitted detailed discussions of its facilities allegedly because of time constraints for submission of proposals. Thus, IGL's proposal was reasonably found materially deficient for not discussing the key facilities for performing the tasks.

Based on the lack of detail in IGL's proposal concerning use of facilities and subcontractors and its repetition of the statement of work in its proposal, rather than providing its detailed approaches to meeting requirements, we find that the agency's evaluation of IGL's proposal, which was conducted in accordance with the RFP's stated criteria, was reasonable. We conclude that IGL properly was excluded from the competitive range because its proposal would require major revisions. Further, in view of our conclusion that the evaluation was

reasonable, we deny the protester's allegation of bias in the evaluation. There is no support in the record for the allegation of bias. Cryogenic Consultants, Inc., B-225520, Mar. 4, 1987, 87-1 CPD ¶ 249.

The protest is denied.



James F. Hinchman
General Counsel